

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

QUINSTREET, INC.,)	
)	
Plaintiff,)	
)	
v.)	C. A. No. 06-495-SLR
)	
EPICREALM LICENSING, LP,)	
)	
Defendant.)	

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR
LEAVE TO FILE AMENDED COMPLAINT FOR DECLARATORY JUDGMENT**

EpicRealm Licensing, LP and Parallel Networks, LLC, as the new real party in interest, hereby oppose Plaintiff QuinStreet, Inc.'s ("QuinStreet's") Motion for Leave to File Amended Complaint for Declaratory Judgment ("Motion for Leave") (D.I. 41). QuinStreet's proposed amended complaint names epicRealm Licensing, LP as the defendant. However, in August 2007, epicRealm Licensing, LP ("epicRealm") assigned to Parallel Networks, LLC ("Parallel Networks") all right, title and interest in the two patents in suit, United States Patent No. 5,894,554 (the "554 patent") and United States Patent No. 6,415,335 (the "335 patent") (collectively, the "patents in suit"), including the right to enforce the patents in suit and to recover for past infringement. (Exhibit A hereto.) Consequently, because epicRealm has no interest in the patents in suit, QuinStreet's Motion for Leave should be denied. Counsel for epicRealm has attempted to reach an agreement with QuinStreet on the appropriate procedure to substitute Parallel Networks as the correct defendant and counterclaimant in this action but has reached an impasse. Consequently, Parallel Networks will move the Court to substitute Parallel Networks as the appropriate defendant and counterclaimant.

In support of this opposition, epicRealm and Parallel Networks, as the real party in interest, state as follows:

1. On April 13, 1999, and July 2, 2002, the '554 patent and the '335 patent duly and legally issued. These two patents are directed to, among other things, systems and methods for managing dynamic Web page generation requests. QuinStreet initiated this action against epicRealm by filing its original Complaint for Declaratory Judgment seeking a declaration of noninfringement for all of its software products used in conjunction with the delivery of dynamic web pages. However, Parallel Networks now owns all right, title and interest in the patents in suit and has the right to enforce those patents with respect to QuinStreet and the right to recover for past infringement. (Parallel Networks is a limited liability company organized under the laws of the State of Texas.) A copy of the assignment of all right, title and interest in the patents in suit to Parallel Networks has been filed with the United States Patent and Trademark Office and is attached to this opposition brief as Exhibit A. As seen in Exhibit A, epicRealm, the defendant named in QuinStreet's Motion for Leave, has no right, title or interest in the patents in suit.

2. QuinStreet's proposed amendment wrongly asserts that epicRealm "has the right to enforce the epicRealm patents against QuinStreet." (QuinStreet's Proposed Amended Complaint for Declaratory Judgment at ¶ 8.) Plainly, the actual controversy now between the parties as raised by QuinStreet is between Parallel Networks and QuinStreet, not between epicRealm and QuinStreet. In sum, because all right, title and interest in the two patents in suit is held by Parallel Networks, QuinStreet's proposed Motion for Leave to File Amended Complaint for Declaratory Judgment should be denied because Parallel Networks, LLC, not epicRealm Licensing, LP, is the proper defendant.

3. Parallel Networks does not oppose the instant motion if QuinStreet agrees to substitute Parallel Networks for epicRealm as the sole defendant. QuinStreet has rejected Parallel Networks' attempt to properly substitute the real party in interest. Consequently, Parallel Networks will promptly file an appropriate motion to substitute Parallel Networks as the real party in interest.

WHEREFORE, epicRealm and Parallel Networks, as the real party in interest, respectfully request that the Court deny QuinStreet's Motion for Leave to File its Amended Complaint for failure to name the true party in interest, Parallel Networks, LLC.

OF COUNSEL:

Harry J. Roper
 George S. Bosy
 Aaron A. Barlow
 Patrick L. Patras
 David R. Bennett
 Paul D. Margolis
 Benjamin J. Bradford
 JENNER & BLOCK
 330 N. Wabash Avenue
 Chicago, IL 60611-7603
 Tel: (312) 923-8305

Dated: October 2, 2007
 822596 / 31393 / Quinstreet

POTTER ANDERSON & CORROON LLP

By: /s/ David E. Moore

Richard L. Horwitz (#2246)
 David E. Moore (#3983)
 Hercules Plaza, 6th Floor
 1313 N. Market Street
 Wilmington, DE 19899
 Tel: (302) 984-6000
 rhorwitz@potteranderson.com
 dmoore@potteranderson.com

*Attorneys for Defendant
 epicRealm Licensing, L.P.*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CERTIFICATE OF SERVICE

I, David E. Moore, hereby certify that on October 2, 2007, the attached document was electronically filed with the Clerk of the Court using CM/ECF which will send notification to the registered attorney(s) of record that the document has been filed and is available for viewing and downloading.

I further certify that on October 2, 2007, I have Electronically Mailed the document to the following person(s):

Robert H. Richards, III
 Jeffrey L. Moyer
 Anne Shea Gaza
 Richards, Layton & Finger
 One Rodney Square
 920 N. King Street
 Wilmington, DE 19899
rbeiser@vedderprice.com
rzachar@vedderprice.com
lkolman@vedderprice.com

Gordon C. Atkinson
 Cooley Godward LLP
 101 California Street, 5th Flr.
 San Francisco, CA 94111
atkinsongc@cooley.com

Robert S. Beiser
 David Doyle
 Ludwig E. Kolman
 Robert S. Rigg
 Vedder, Price, Kaufman & Kammholz, P.C.
 222 North LaSalle Street, Suite 2500
 Chicago, IL 60601
rbeiser@vedderprice.com
ddoyle@vedderprice.com
lkolman@vedderprice.com
rrigg@vedderprice.com

/s/ David E. Moore
 Richard L. Horwitz
 David E. Moore
 Potter Anderson & Corroon LLP
 Hercules Plaza – Sixth Floor
 1313 North Market Street
 P.O. Box 951
 Wilmington, DE 19899-0951
 (302) 984-6000
rhorwitz@potteranderson.com
dmoore@potteranderson.com

EXHIBIT A

USPTO

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TO: B. K. DRINKWATER, C/O BAKER BOTTS L.L.P. COMPANY: 2001 ROSS AVENUE



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 10, 2007

PTAS



B. K. DRINKWATER, C/O BAKER BOTTS L.L.P.
2001 ROSS AVENUE
SUITE 600
DALLAS, TX 75201

500350891A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 09/10/2007

REEL/FRAME: 019795/0968
NUMBER OF PAGES: 5BRIEF: NUNC PRO TUNC ASSIGNMENT (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 066241.0146

ASSIGNOR:

EPICREALM LICENSING, LP

DOC DATE: 08/31/2007

ASSIGNEE:

PARALLEL NETWORKS, LLC
1700 PACIFIC AVENUE
SUITE 2320
DALLAS, TEXAS 75201

SERIAL NUMBER: 08636477
PATENT NUMBER: 5894554FILING DATE: 04/23/1996
ISSUE DATE: 04/13/1999TITLE: SYSTEM FOR MANAGING DYNAMIC WEB PAGE GENERATION REQUESTS BY
INTERCEPTING REQUEST AT WEB SERVER AND ROUTING TO PAGE SERVER
THEREBY RELEASING WEB SERVER TO PROCESS OTHER REQUESTS

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019795/0968 PAGE 2

SERIAL NUMBER: 09234048

FILING DATE: 01/19/1999

PATENT NUMBER: 6415335

ISSUE DATE: 07/02/2002

TITLE: SYSTEM AND METHOD FOR MANAGING DYNAMIC WEB PAGE GENERATION REQUESTS

ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

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PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.109/10/2007
500350891

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/10/2007

CONVEYING PARTY DATA

Name	Execution Date
EPICREALM LICENSING, LP	08/31/2007

RECEIVING PARTY DATA

Name:	PARALLEL NETWORKS, LLC
Street Address:	1700 Pacific Avenue
Internal Address:	Suite 2320
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5894554
Patent Number:	6415335

CORRESPONDENCE DATA

Fax Number: (214)661-4691
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214.953.6691
 Email: b.k.drinkwater@bakerbotts.com
 Correspondent Name: B. K. Drinkwater, c/o Baker Botts L.L.P.
 Address Line 1: 2001 Ross Avenue
 Address Line 2: Suite 600
 Address Line 4: Dallas, TEXAS 75201

CH \$80.00 5894554

ATTORNEY DOCKET NUMBER:	066241.0146
NAME OF SUBMITTER:	B. K. Drinkwater

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Total Attachments: 3

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PATENT ASSIGNMENT

WHEREAS, EPICREALM LICENSING, LP (hereafter "Assignor"), a Delaware limited partnership, having an address of 1700 Pacific Avenue, Suite 2320, Dallas, Texas 75201, is the owner of the patents and patent applications set forth on Exhibit A hereto and the inventions described and claimed therein (hereafter the "Patent Property"); and

WHEREAS, PARALLEL NETWORKS, LLC (hereafter "Assignee"), a Texas limited liability company, having an address of 1700 Pacific Avenue, Suite 2320, Dallas, Texas 75201, did acquire all right, title and interest in and to the Patent Property as the result of an Asset Purchase Agreement effective August 10, 2007.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over *nunc pro tunc* to Assignee, all its right, title and interest in and to the Patent Property, as well as all provisionals, continuations, divisions, and continuations-in-part of said Patent Property, and all reissues, reexaminations, and extensions thereof, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor also assigns to Assignee, all right, title and interest in and to the inventions disclosed in said Patent Property throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said Patent Property in its own name throughout the world, including all rights to publish cautionary notices

reserving ownership of said inventions and all rights to register said Patent Property in appropriate registries; and Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the assignment date of the Patent Property throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor, at the expense of Assignee, will testify in any legal proceedings, sign all lawful papers, execute all provisional, divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said Patent Property in all countries.

IN WITNESS WHEREOF, Assignor and its duly authorized representative has caused this Patent Assignment to be executed on the date and in the capacity shown below.

EPICREALM LICENSING, LP

By: EPICREALM LICENSING, LLC,
A Delaware Limited Liability Company
Its: General Partner

By: Terry Bokas
Its: Managing Partner
Date: August 31, 2007

EXHIBIT A

U.S. Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5,894,554	13 Apr 1999	System for Managing Dynamic Web Page Generation Requests by Intercepting Request at Web Server and Routing to Page Server Thereby Releasing Web Server to Process Other Requests.
6,415,335	02 Jul 2002	System and Method for Managing Dynamic Web Page Generation Requests.